

MEMORANDUM

Agenda Item No. 9(A)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute a cost reimbursement Evacuation Agreement between Miami-Dade County and the City of Miami Springs for the use of the Miami Springs Community Center as an evacuation center for a term of five years; and authorizing the County Mayor to execute amendments to the agreement and exercise the termination provision contained therein

Resolution No. R-92-23

The accompanying resolution was prepared by the Emergency Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Kevin Marino Cabrera.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: February 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Evacuation Center Agreement between Miami-Dade County and City of Miami Springs

Summary

This cost reimbursement Evacuation Agreement (Agreement) with City of Miami Springs is to secure the use of the Miami Springs Community Center (Center) as an evacuation center during a potential or actual emergency for individuals in evacuation zones or who are displaced by other types of emergencies. The Agreement is for a 5-year period. The City of Miami Springs will seek reimbursement from the County for all costs related to operation of the Center. The County will submit claims for reimbursement from the Federal Emergency Management Agency Public Assistance Program.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Agreement, attached to the resolution as Attachment A, between Miami-Dade County and the City of Miami Springs for the use of the Center as an evacuation center. The term of the Agreement is for five years, commencing on June 1, 2023, and ending November 30, 2028.

Scope

This Agreement serves a countywide purpose.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement with the City of Miami Springs, in substantially the form attached to the resolution as Attachment A. The resolution further authorizes the County Mayor or County Mayor's designee to execute amendments to the Agreement and exercise the termination provision contained therein, following approval by the County Attorney's office as to form and legal sufficiency.

Fiscal Impact/Funding Source

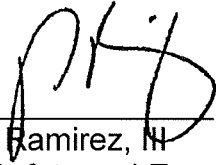
The County shall reimburse the City of Miami Springs for all costs related to the County's use of the Center as an evacuation center. The County shall include costs related to sheltering from the City of Miami Springs when submitting claims for reimbursement to the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program during declared disasters.

Track Record/Monitor

This Agreement shall be monitored by supervisory personnel in the Department of Emergency Management.

Background

The Agreement memorializes the parties' agreement for the County's use of the Center pursuant to the Miami-Dade County Comprehensive Emergency Management Plan and the terms for same. In part, the Agreement specifies: (1) the responsibilities of the County and the City of Miami Springs; (2) the manner to request and extent the County is permitted to use the Center; and (3) reimbursement to the City of Miami Springs for use of the Center.

A handwritten signature in black ink, appearing to read 'AR', is written over a horizontal line.

Alfredo Ramirez, III
Chief, Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
2-7-23

RESOLUTION NO. _____ R-92-23

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A COST REIMBURSEMENT EVACUATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI SPRINGS FOR THE USE OF THE MIAMI SPRINGS COMMUNITY CENTER AS AN EVACUATION CENTER FOR A TERM OF FIVE YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO THE AGREEMENT AND EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

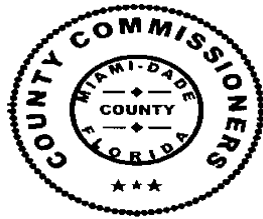
Section 2. Approves a cost reimbursement Evacuation Agreement ("Agreement") between Miami-Dade County and the City of Miami Springs, in substantially the form attached hereto as Attachment A, for use of the Miami Springs Community Center ("Center") as an evacuation center in the event of a potential or actual emergency. The Center shall be open to individuals in evacuation zones or who are displaced by other types of emergencies. The Agreement shall extend for a five-year term commencing on June 1, 2023 through November 30, 2028 and the County shall reimburse the City of Miami Springs for all costs related to operation of the Center during the County's use of the Center as an evacuation center.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute the Agreement and amendments thereto, provided that such amendments are consistent with the purpose described in section 2 above, as well as exercise the termination provision contained therein, following approval by the County Attorney’s office for form and legal sufficiency.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye	
Anthony Rodríguez, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez aye
Kevin Marino Cabrera	aye	Sen. René García aye
Roberto J. Gonzalez	aye	Keon Hardemon aye
Danielle Cohen Higgins	aye	Eileen Higgins aye
Kionne L. McGhee	aye	Raquel A. Regalado aye
Micky Steinberg	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of February, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "SG" followed by a horizontal line.

Shanika A. Graves

**EVACUATION AGREEMENT
BETWEEN
MIAMI- DADE COUNTY
AND
CITY OF MIAMI SPRINGS**

THIS EVACUATION AGREEMENT (Agreement) is made and entered into between the City of Miami Springs (hereinafter referred to as "City of Miami Springs"), and Miami-Dade County, Florida (hereinafter referred to as "County") on this _____ day of _____, 2023.

WITNESSETH

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreement herein contained the County and City of Miami Springs agree as follows:

1. The City of Miami Springs agrees that, to the extent of its ability and upon request by the County, the County may make use of the Miami Springs Community Center as an evacuation center in the event of a potential emergency for residents living in evacuation zones or due to displacement caused by other types of emergencies. The Miami Springs Community Center will be designated as one of the following: general population evacuation center, pet-friendly evacuation center (Note: general population centers and pet-friendly centers may be combined and occupy the same facility), medical evacuation center. For purposes of the Agreement the term "emergency" is defined as: the threat of a hurricane or tropical storm to the residents of Miami-Dade County, other severe weather events, flooding or environmental hazards that cause large numbers of Miami-Dade County residents to be displaced from their homes, or a declared emergency by local, state, or federal government, whether related to weather or other causes, including but not limited to civil disturbance, mass migrations or terrorist attacks.
2. The County agrees that it shall exercise reasonable care in the conduct of its activities in and upon the Miami Springs Community Center, subject to the exigencies of the particular emergency situation.
3. Notwithstanding any other agreements to the contrary, the County agrees to defend, hold harmless and indemnify the City of Miami Springs against any and all legal liability with respect to bodily injury, death, and property damage arising from the negligence of the County during its use of the Miami Springs Community Center, subject to the limitations of and without waiving the provisions of Section 768.28, Florida Statutes.
4. The City of Miami Springs shall seek reimbursement from the County. The County agrees to reimburse the City of Miami Springs for costs related to the sheltering operations.
5. The County shall reimburse the City of Miami Springs for mutually identified and inventoried items that are stolen, damaged or missing following the County's use of the Community Center.
6. The County and the City of Miami Springs agree to abide by the Standard Operation Procedures outlined in the attached Addendum B, except to the extent that compliance with those provisions, during a declared state of emergency, would endanger life or property, or the public health and

welfare.

7. The term of this Agreement is for five (5) years, commencing on June 1, 2023 and ending November 30, 2028
8. Approximately nine months prior to the expiration of this Agreement (on or about February 1, 2028) the parties shall meet to review and negotiate any revisions that would be incorporated into the successor Agreement.
9. This Agreement may be terminated by either party, notices of such termination must take place six months (180 days) before the next calendar Atlantic Hurricane Season as defined by the National Hurricane Center (these dates typically begin June 1 thru November 30) written notices must be sent pursuant to the "Notice" section of this Agreement.
10. Nothing contained herein shall limit, or be construed to limit, the authority granted to the County by statute, home rule charter, ordinance, or general law relating to emergency management; the County shall retain, to the full and maximum extent of its legal authority, the right, ability, and power to take all actions necessary to secure the public health and welfare, and the protection of life and property, during emergency situations, including actions which are inconsistent with the terms of this Agreement. Where the County, in good faith, determines that an action inconsistent with this Agreement is necessary to the protection of life or property, the County may take such action, and such action shall not create liability under this Agreement or otherwise create a cause of action in favor of the City of Miami Springs against the County. Notwithstanding the preceding, and irrespective of the County action, the County shall at all times remain responsible for its obligations in Paragraphs 2 and 3 herein, and the City of Miami Springs shall remain responsible for its obligations under this Agreement.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.
12. The City of Miami Springs and County understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The City of Miami Springs and County shall keep and maintain public records required to perform the Agreement. The City of Miami Springs and County shall keep records to show its compliance with Agreement requirements. City of Miami Springs and County must make available, upon request any books, documents, papers, and records of the City of Miami Springs and County which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The City of Miami Springs and County shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contract. The City of Miami Springs and County shall retain all records for five (5) years pursuant to Title 34, Sections 80.36(b)(1).

If the City of Miami Springs or County has questions regarding the application of Chapter 119, Florida statutes, to the provider's duty to provide public records relating to this contract, contact

the city clerk of public records for the City of Miami Springs at cityclerk@miamisprings.com, and 201 Westward Drive, Miami Springs, Florida, 33166, and for the county at 305-499-8729 and https://www.miamidade.gov/transparency/public-records-form.asp#.

13. Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified ("Notice").

County Address. The address for County for all purposes under this agreement and for all Notices hereunder shall be:

Attention: Pete Gomez, Director
Miami-Dade County Office of Emergency Management
 Address: 9300 NW 41st Street Doral, Florida 33178

City of Miami Springs Address. The address for the City of Miami Springs for all purposes under this Agreement and for all Notices hereunder shall be:

Attention: The City of Miami Springs
 Address: 201 Westward Drive, Miami Springs, Florida 33166

In Witness thereof, the City of Miami Springs and the County have caused this Agreement to be executed by the Mayor of City of Miami Springs and the Mayor of Miami-Dade County, said agreement to become effective and operative upon the date stated in paragraph 7.

Approval Signatures

Miami-Dade County Office of Emergency Management

By: _____
 (Signature)

Name: _____
 Title: _____

Date: _____

Contact information

Telephone: _____

E-mail: _____

City of Miami Springs

By: _____
 (Signature)

Name: _____
 Title: _____

Date: _____

Contact information

Telephone: _____

E-mail: _____

ADDENDUM A
LABOR AGREEMENT

Once the City of Miami Springs has given its authorization and approval, the County may request that the City of Miami Springs activate select employees including: custodial workers, and maintenance mechanics to provide essential sanitation and maintenance. The City of Miami Springs will seek reimbursement from the County for wages for the staff listed for their services provided during the emergency/disaster operation. The County agrees to reimburse the City of Miami Springs for all costs related to the sheltering operations. Upon activation of a facility by the County, the City of Miami Springs agrees to provide:

1. Staffing: The facility manager, and head custodian.
2. Staffing may increase upon request and/or with approval from the County, shelter facility manager or the ECM.

Upon activation of a facility by the County, the County agrees to provide:

1. Specialized Staff:
 - a. General Population Evacuation Center (EC): Miami-Dade Fire Rescue (MDFR) will provide at least 1 Paramedic and 1 Emergency Medical Technician (EMT) at each EC and Medical Evacuation Center (MEC) during their operation with communications, Advanced Life Support (ALS) capability and equipment. If evacuation center is located outside of MDFR's service area, MDFR will coordinate with corresponding municipal Emergency Medical Services (EMS) to address staffing needs.
 - b. Medical Evacuation Center (MEC): the Florida Department of Health in Miami-Dade County (DOH-Miami-Dade) will coordinate the staffing of medical personnel. The County is responsible for coordination with DOH.
2. Security: Miami-Dade County will provide police officers while the evacuation center is open or make arrangements with corresponding municipal police department to fulfill this obligation. If, in the opinion of the County, additional security support is needed, the County will hire additional security guards from private vendors.

Personnel: The County will provide County employees to assist with the overall operations of the evacuation center including one person to serve as Evacuation Center Manager (ECM). The ECM will oversee evacuation center operations. The County will also provide staff to fill the following roles: ECM, Assistant Evacuation Center Manager (AECM), and Support Staff (personal assistance services, greeters, registration, dormitory management, logistics, and set-up).

ADDENDUM B
STANDARD OPERATING PROCEDURES

A. SHELTER FACILITY MANAGER RESPONSIBILITIES AND DUTIES

1. The City of Miami Springs Community Center facility manager or designee will be in charge of the facility operation at the Miami Springs Community Center. The County Evacuation Center Manager (ECM) will be in charge of the evacuation center operation at the City of Miami Springs Community Center. Both individuals will work cooperatively to carry out the successful operation of an evacuation center or shelter. It is the City of Miami Springs Community Center facility manager's responsibility to open the building at the hour designated, upon reasonable advance notice.
2. The City of Miami Springs Community Center facility manager or designee will remain on site throughout the emergency or until relieved by another designee.
3. Upon activation of the shelter and prior to the arrival of evacuees the Shelter facility manager and County ECM shall develop a complete property inventory of all City owned items housed in the spaces designated as shelter areas, as well as an inventory of the pre-existing condition of the building; said inventory shall be signed-off by both parties. The Shelter facility manager and County ECM shall review this inventory after the emergency and document any missing or damaged items. The Shelter facility manager will ensure that all expensive equipment is secured prior to the shelter opening. Areas with high value equipment (e.g. computer labs and media centers) are prohibited from being used for shelter purposes, unless a determination is made by both the Shelter facility manager and the County ECM that its use is necessary to protect the life, safety and welfare of the citizens of Miami-Dade County; however, any unsecured equipment in the shelter area shall be recorded by the Shelter facility manager and the County ECM.
4. The decision to close an evacuation center will be determined by the Miami-Dade County Emergency Operations Center (EOC) and will be communicated jointly through the County ECM and Shelter facility manager to the evacuees.

B. EVACUATION CENTERS

1. Structures to be used for emergency shelters:
 - a. Evacuation Centers are designated by the Miami-Dade County Office of Emergency Management (OEM) in cooperation and with the approval of the School Board.
 - b. Surveys of the facilities will be performed jointly with staff from the OEM, American Red Cross (ARC) and the City of Miami Springs.
2. Evacuation Center Capacities: The OEM in cooperation with the City of Miami Springs shall determine evacuation center capacities.

3. Registration of Evacuees: It is the responsibility of the County staff assigned to the evacuation center to register evacuees.
4. Evacuation Center Regulations:
 - a. Animals: Pets will only be permitted at shelters designated as pet-friendly. The decision to designate a shelter as pet-friendly will be made jointly between the County and the City of Miami Springs. Certified Service Animals are permitted in all evacuation centers. In the pet-friendly evacuation centers, the following animals are allowed:
 - a. Dogs
 - b. Cats
 - c. Ferrets
 - d. Pocket Pet, limited to the following: gerbils, guinea pigs, hamsters, and rabbits (under 10 pounds)
 - e. Birds (common house-hold varieties, does not include exotics)
 - b. Smoking/Drugs/Alcohol/Firearms
 - a. All facilities shall prohibit smoking, drugs, alcohol and firearms.
 - b. Evacuees violating this policy may be removed from the facility by police.
5. Construction:

Prior to March 1st of each year, the City of Miami Springs will notify the OEM if the facility will be undergoing construction/renovation that will inhibit it's use as an evacuation center for the upcoming season.

C. COMMUNICATIONS

1. Telephones: The primary means of communication shall be telephones unless service is interrupted. During emergency periods, telephone use must be restricted to essential calls only. Telephone access will be afforded to the assigned County staff.
2. Radio: Two-way radio communications shall be provided as follows:
 - a. A mobile phone will be provided to the EC Manager and if widespread county communications issues occur an amateur radio operator may be assigned to the facility.
 - b. Police and paramedics assigned to each shelter will have their own radio system

D. FOOD SERVICE

1. The County may secure feeding services through local organizations, vendors, shelf-stable meals or meals ready to eat (MRE).
2. Designated shelter staff will assist with providing three meals per day to shelter evacuees.

E. SET-UP, CLEANING AND DEMOBILIZATION REQUIREMENTS:

1. Upon opening the evacuation center, County Disaster Assistance Employees (DAEs) evacuation center manager (ECM) will conduct a facility walkthrough with the facility manager to document the status of the facility prior to opening to evacuees and both the ECM and facility manager will sign-off on the initial walkthrough.
2. The County DAEs will work with the facility to set-up a registration area and place signage throughout the evacuation center to guide evacuees. The facility will assist with providing tables and chairs for registration.
3. The County shall be responsible for restoring both the areas utilized and adjacent to sheltering areas, to a clean and sanitary condition.
4. The County, with assistance from the facility's custodial staff, will ensure the immediate removal of all trash and garbage upon the closure of the facility.
5. Upon closure of the evacuation center, the County shall promptly remove any medical or hazardous waste.
6. The County ECM and facility manager will complete a demobilization walkthrough to ensure the facility has been restored to its pre-shelter status and both the ECM and facility manager will sign-off on the post-sheltering walkthrough. If any damage to the facility has occurred during the sheltering process, this walkthrough will identify that damage and will be acknowledged by both the County and facility manager.